

SIMON, PERAGINE, SMITH & REDFEARN

H. PAUL SIMON
FRANK J. PERAGINE
GUY W. SMITH
ROBERT L. REDFEARN
THOMAS R. BLUM
H. BRUCE SHREVES
JAMES A. BURTON
CHRISTOPHER M. GUIDROZ
DANIEL J. CARUSO
THOMAS J. FISCHER
LLOYD N. SHIELDS
JOHN C. HERBERT
JAY H. KERN
STEVEN A. JACOBSON

COUNSELLORS AT LAW

FORTY-THIRD FLOOR

ONE SHELL SQUARE

NEW ORLEANS 70139

May 23, 1983

SUZETTE T. BECKER
T. RANDOLPH RICHARDSON
MICHAEL R. DAIGLE
ERIC J. WITMEYER
KENNETH R. BOWEN
REBECCA L. STAFFORD
J. GUY ROMANO
JUDY PERRY MARTINEZ

Ms. Agatha L. Mergenovich
Secretary, Interstate Commerce
Commission
12th St. and Constitution Ave., N.W.
Washington, D.C. 20423

Re: Recordation of Mortgage
Our File: 15825-01

Dear Ms. Mergenovich:

I have enclosed an original and one copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code. This document is a Louisiana collateral chattel mortgage, a primary document, dated May 2, 1983, with attached corporate resolution of even date.

The names and addresses of the parties to the documents are as follows:

Mortgagor: Commercial Plastics Systems, Inc.
P. O. Box 97 T.C.B.
West Orange, New Jersey 07052

Mortgagee: Fidelity Union Bank
765 Broad Street
Newark, New Jersey 07101

Please note that, although the mortgagee is not named in the mortgage, in accordance with Louisiana law, Fidelity Union Bank has become mortgagee by virtue of a pledge of the collateral mortgage note described in the attached mortgage. Recordation of the pledge agreement is not required under Louisiana law.

A description of the equipment covered by the document follows:

RECORDATION NO. 14025
FILED 1425

MAY 25 1983 - 10 50 AM

INTERSTATE COMMERCE COMMISSION

3-145A01

No. MAY 25 1983
Date

Fee \$ 50.00
ICC Washington, D. C.

OF COUNSEL
GEORGE W. RENAUDIN

TELEPHONE
(504) 522-3030

OPERATION BR.

MAY 24 AM '83

Ms. Agatha L. Mergenovich
May 23, 1983
Page 2

One Hundred (100) 5250 ACF covered railroad hopper cars owned by Mortgagor, each being sixty-two (62') feet long and having four (4) axles, with an identification number painted on each side and end. Said hopper cars are located in DeSoto, Calcasieu and, possibly, Beauregard Parishes in the State of Louisiana. The identification number and location of each such hopper car is as follows:

1 - DESOTO PARISH, Louisiana - the following 51 hopper cars:

- (a) Eighteen (18) hopper cars located on the Kansas City Southern Railroad siding approximately one mile north of Benson, Louisiana to the east and parallel and adjacent to U.S. Highway 171, whose identification numbers are:

5204	5261	5298	5345	5423	5521
5228	5270	5309	5393	5432	5725
5256	5294	5332	5412	5448	5251

- (b) Thirty-three (33) hopper cars located on the Kansas City Southern Railroad siding in Trenton, Louisiana, approximately four miles north of the town of Benson, Louisiana, to the east of, and parallel and adjacent to, U.S. Highway 171, whose identification numbers are:

5283	5395	5453	5707	5732	
5268	5364	5444	5701	5709	
5207	5243	5324	5399	5413	5774
5222	5265	5352	5402	5459	5778
5235	5304	5382	5406	5492	5792
5242	5319	5391	5410	5733	

2 - CALCASIEU PARISH, Louisiana, the following 29 hopper cars:

Twenty-nine (29) hopper cars located in Green Island, Louisiana, on the Kansas City Southern Railroad siding inside the yard of the abandoned Boise Southern Plywood Plant, on the south side of Highway 12 approximately eight and one-half miles southwest of the city of DeQuincy, Louisiana, whose identification numbers are:

Ms. Agatha L. Mergenovich
May 23, 1983
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5303	5320	5360	5419	5495	5729
5221	5322	5375	5429	5695	5764
5239	5346	5380	5430	5705	5790
5247	5355	5396	5490	5716	5801
5267	5359	5405	5493	5728	

3 - CALCASIEU PARISH and/or BEAUREGARD PARISH:

Twenty (20) hopper cars located on the Kansas City Southern Railroad siding in Helme, Louisiana, approximately seven miles southwest of the city of DeQuincy, Louisiana, south of, and adjacent and parallel to, Highway 12, whose identification numbers are:

5230	5276	5340	5409	5427
5234	5302	5361	5411	5434
5269	5314	5388	5415	5442
5272	5317	5408	5425	5464

The 20 cars located in Helme, Louisiana, may be in either Calcasieu or Beauregard Parish. Mortgagor believes that they are located in Beauregard Parish, but because of the uncertainty of the parish line, said cars may be located wholly or partly in Calcasieu Parish.

A fee of \$50.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the undersigned, attorney for Fidelity Union Bank.

A short summary of the document to appear in the index follows:

Louisiana collateral chattel mortgage for \$500,000 by Commercial Plastics Systems, Inc., P. O. Box 97 T.C.B., West Orange, New Jersey 07052, mortgagor, dated May 2, 1983, and covering one hundred (100) covered railroad hopper cars.

Very truly yours,



Thomas R. Blum

/penn
Enclosure

14025
RECORDATION NO. _____ Filed 1425

MAY 25 1963 - 10 20 AM

INTERSTATE COMMERCE COMMISSION

LOUISIANA COLLATERAL CHATTEL MORTGAGE

Commercial Plastics Systems, Inc. ("Mortgagor"), a corporation organized and existing under the laws of the State of Delaware, with its principal place of business in the State of Louisiana, Parish of Calcasieu, herein represented by Lester E. Stockel, its duly authorized president, and Herbert Wendell, its duly authorized vice-president, desiring to secure funds from any person, firm or corporation willing to loan same, and for such purpose, hereby declares and acknowledges a debt in the principal sum of five hundred thousand and no/100 dollars, (\$500,000.00), and to evidence such indebtedness Mortgagor has executed a collateral mortgage note (the "Note") dated this date, for the sum of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS, (\$500,000.00), together with interest as stated in the Note until paid, payable to the order of BEARER on demand, and calling for 5 percent, but no less than \$10,000, attorneys' fees if placed in the hands of an attorney. Said Note has been paraphed "Ne Varietur" for identification herewith, and delivered to Mortgagor, by the Notary Public before whom this instrument is acknowledged, who acknowledges receipt thereof. Mortgagor further declares that the Note will be negotiated for the purpose of borrowing and procuring funds as heretofore stated, and Mortgagor does by these presents acknowledge to be indebted unto any future holder or holders of the Note in the full amount thereof, together with interest, attorneys' fees and for any sums that the Mortgagee may advance during the life of this mortgage for the payment of premiums of insurance, taxes and assessments or for the protection and preservation of this mortgage as authorized herein, together with any prepayment penalties or late charges, if any should accrue.

To secure payment of the Note with interest, attorneys' fees, court costs and all other charges and expenses, including insurance premiums, which the holder of the Note may incur or pay in the event of non-payment thereof or non-fulfillment of Mortgagor's obligations herein, Mortgagor hereby mortgages, in accordance with La.R.S. 9:5351, et seq., to the holder and all future holders of the Note, the following property (the "Property") situated in the Louisiana Parishes shown below, and described as follows:

One Hundred (100) 5250 ACF covered railroad hopper cars owned by Mortgagor, each being sixty-two (62') feet long and having four (4) axles, with an identification number painted on each side and end. Said hopper cars are located in DeSoto, Calcasieu and, possibly, Beauregard Parishes in the State of Louisiana. The identification number and location of each such hopper car is as follows:

1 - DE SOTO PARISH, Louisiana - the following 51 hopper cars:

- (a) Eighteen (18) hopper cars located on the Kansas City Southern Railroad siding approximately 1 mile north of Benson, Louisiana to the east of and parallel and adjacent to U.S. Highway 171, whose identification numbers are:

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Twenty-nine (29) hopper cars located in Green Island, Louisiana, on the Kansas City Southern Railroad siding inside the yard of the abandoned Boise Southern Plywood Plant, on the south side of Highway 12 approximately

eight and one-half miles southwest of the city of DeQuincy, Louisiana.

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5272	5317	5408	5425	5464

The 20 cars located in Helme, Louisiana, may be in either Calcasieu or Beauregard Parish. Mortgagor believes that they are located in Beauregard Parish, but because of the uncertainty of the parish line, said cars may be located wholly or partly in Calcasieu Parish.

If any interest or principal of the Note is not paid when due (upon demand therefor or by acceleration), the holder of the Note may cause all of the Property to be seized and sold under executory or any other legal process to the highest cash bidder, and apply the sale proceeds to payment of said indebtedness, Mortgagor hereby confessing judgment in favor of Mortgagee and all future holders of the Note for the full amount thereof, principal, interest, attorneys' fees, costs, charges and expenses. Mortgagor hereby specifically waives (1) any and all appraisement of the Property, specifically that provided in Article 2723 of the Louisiana Code of Civil Procedure; (2) the three-day notice of demand provided by Article 2369 of the Louisiana Code of Civil Procedure, and (3) any other notice or delay provided by Louisiana law, and agrees to immediate seizure and sale of the Property. If

the holder of the Note should elect to enter suit "via ordinaria" thereon, Mortgagor waives citation and other legal process and delays, hereby consenting that judgment for the unpaid principal of the Note, with interest, attorneys' fees, costs and other charges, be rendered and signed immediately, and with recognition of the within privilege and mortgage, whether during or out of term of court or vacation.

Mortgagor shall not sell, mortgage, pledge or otherwise encumber the Property to the prejudice of this instrument; shall not permanently remove the Property from the State of Louisiana or the locations identified above, without the written consent of the holder of the Note. In the event Kansas City Southern Railroad, on whose tracks the property is situated, moves any of the Property to a location other than that specified above, either temporarily or permanently, Mortgagor shall promptly advise Mortgagee of the new location. In event of foreclosure, the holder of the Note shall have the right to cause the Property to be put in merchantable condition for Mortgagor's account, and the cost thereof shall be secured by the within privilege and mortgage.

In case the Note should be placed in the hands of an attorney-at-law to institute legal proceedings to recover the amount thereof or any part thereof, in principal or interest, or to protect the interest of the holder or holders thereof, or in case the same should be placed in the hands of an attorney for collection, compromise or other action, Mortgagor hereby agrees to pay the fee of the attorney who may be employed for that purpose, which fee is hereby fixed at five percent (5%), but no less than \$10,000, of the amount due or sued for or claimed or sought to be protected, preserved or enforced.

In case of violation of any of Mortgagor's obligations hereunder or in the Note, Mortgagee shall have the right, without resort to legal process and without incurring any liability for trespass, to at once take the Property from Mortgagor's possession, wherever located. Any indulgence or extension granted or allowed in the payment of the Note, or any failure to enforce any term, condition or provision of the Note or this mortgage, shall not be, or operate as, a waiver of any of the rights of Mortgagee or any other holder of the Note, either under the Note or this mortgage.

Mortgagor shall keep the Property constantly insured against risk of loss by fire and theft with solvent insurance companies in not less than the amount of the value of the Property until the full and final payment of the Note, and the satisfaction of the obligations herein mentioned, the policies of insurance to contain a clause that in the event of loss, payment shall be made to Mortgagee or to its transferees, as its or their interest may appear, and Mortgagor shall deliver unto Mortgagee evidence of said insurance, Mortgagor agreeing that Mortgagee may transfer said policy or policies to any future holder or holders of the Note. Mortgagee reserves the right, at its option, in case of the failure to Mortgagor to effect such insurance, itself to have the Property insured and the reimbursement of all sums paid for that purpose shall be secured by this mortgage.

Mortgagor shall pay from time to time all taxes, licenses and assessments that may be imposed upon the Property, subject to the right of Mortgagor to contest same in good faith and, upon failure to do so, Mortgagee, whether contested or not, shall have the right to pay same and the reimbursement of all sums

party then bound for the payment of the full indebtedness due thereunder or hereunder, or for any other obligation thereunder or hereunder.

And now to these presents intervenes Mary Cuccinello, a person of age and a resident of an domiciled in the County of Essex, State of New Jersey, who, on behalf of any future holder or holders of the Note, hereby accepts all of the stipulations of this act.

It is hereby agreed and understood that possession of the Note at any time by Mortgagor shall not in any manner extinguish the Note or the present mortgage securing the payment thereof; and Mortgagor shall have the right to issue and reissue the Note, from time to time, as his convenience may require, without in any manner extinguishing or affecting the obligation of the Note or the security of this mortgage.

The covenants herein contained shall bind, and the benefits and advantages thereof shall inure to, the heirs, successors and assigns of the parties hereto.

EXECUTED in multiple originals at West Orange, New Jersey, on this 2ND day of May, 1983, and in the presence of the undersigned competent witnesses.

Witness:

Michael A. [Signature]
Michael A. [Signature]
Michael A. [Signature]

COMMERCIAL PLASTICS SYSTEMS, INC.

By:

Lester E. Stockel
Lester E. Stockel, President

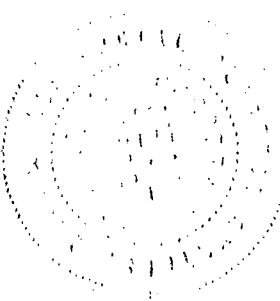
By:

Herbert Wendell
Herbert Wendell, Vice President

Mary Cuccinello
Intervenor

CERTIFICATION OF
CORPORATE RESOLUTION

I hereby certify that I am the duly appointed Secretary of Commercial Plastics Systems, Inc., a Delaware corporation; and that the attached is a true and correct copy of a resolution adopted by the Board of Directors of said Corporation, on May 2, 1983; and that the attached resolution has not been revoked or rescinded and that it is still in full force and effect.




Assistant Secretary

Dated: May 2, 1983.

UNANIMOUS CONSENT OF
DIRECTORS OF
COMMERCIAL PLASTICS SYSTEMS, INC.
IN LIEU OF MEETING

In lieu of a meeting of directors, we the undersigned being all of the Directors of Commercial Plastics Systems, Inc., a Delaware Corporation (the "Corporation"), do hereby ratify, adopt, confirm and consent to the following resolutions:

RESOLVED, that the Corporation obtain from Fidelity Union Bank, Newark, New Jersey, from time to time, financing of various aspects of its operations, and that, in order to effectuate and obtain such financing, Lester E. Stockel, President, and Herbert Wendell, Vice-President, or either of them, be and each of them hereby is, authorized and empowered for and on behalf of the Corporation to do and perform the following:

1. Borrow from or incur indebtedness to Fidelity Union Bank and in order to accomplish such purpose, to execute and endorse on behalf of the Corporation a note or notes, payable at such time, bearing such interest and containing such terms, conditions and provisions as he or they in his or their absolute discretion, may deem necessary and advisable;

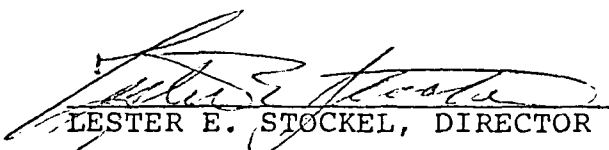
2. To secure payment of the aforementioned note or notes to be executed by said officer or officers, execute an act of Collateral Chattel Mortgage by authentic act, or private act duly acknowledged, covering such property owned by the Corporation as agreed upon by such officer or officers, said act of Collateral Chattel Mortgage to be in

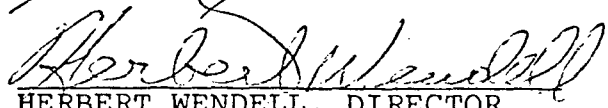
such form, and containing such terms and conditions, as such officer or officers in his or their absolute discretion may deem necessary and advisable, including, without limitation, a waiver of appraisalment, confession of judgment and such other clauses as he or they in his or their absolute discretion may desire to include;

3. Execute any and all other documents or other instruments in writing, including instruments which pledge, pawn or hypothecate such note or notes secured by the aforesaid Collateral Chattel Mortgage, to secure payment of any and all indebtedness to Fidelity Union Bank of the Corporation, such documents or instruments to contain whatever terms, conditions and provisions as such officer or officers in his or their absolute discretion may deem necessary and advisable; and

4. Guarantee any indebtedness to Fidelity Union Bank incurred by Casepak, Inc., a Delaware corporation, as such officer or officers in his or their absolute discretion may deem necessary and advisable and to secure payment of said guarantee with such property owned by the Corporation as agreed upon by such officer or officers, in his or their absolute discretion.

RESOLVED FURTHER, that any act of the President or Vice-President taken or performed in the name of and for the account of the Corporation, prior to the date of this resolution, in furtherance of and in connection with obtaining such financing from Fidelity Union Bank, including borrowing funds and executing promissory notes or granting security interests in the property of the Corporation, be and hereby is ratified and confirmed and made the act of the Corporation.


LESTER E. STOCKEL, DIRECTOR


HERBERT WENDELL, DIRECTOR

Dated: May 2, 1983.